

CITY OF BURBANK
BURBANK SHARES
Donated Goods Exchange Program
Terms of Use for Donor

I, the undersigned, on behalf of _____ (the "Participant") and its respective directors, officers, agents, employees, successors, administrators and assigns, do hereby agree to abide by the terms and conditions set forth herein in consideration for the opportunity to participate in the Internet-based recycled and donated goods program referred to as "Burbank Shares."

Program Description

The City of Burbank (the "City") established Burbank Shares as an Internet-based donated and recycled goods exchange program intended to connect donors (referred to as "Donor" and "Donors") of goods that are suitable for reuse ("Donations") with non-profit and charitable organizations that are in need of or have the ability to reuse such goods (referred to as "Donee" and "Donees"). The City established the exchange in order that Donors may post information regarding available donations and to enable Donees to make requests for such donations without any further assistance from the City. The City intends that Donor and Donee will meet in private, without further City involvement, to complete the transfer of Donations.

Tax Deductions

While it is the City's intent that Donees should be qualified tax-exempt non-profit and/or charitable organizations, the City is not able to verify the current status of any Donee, nor is City able to advise Donor as to the eligibility of any Donation(s) for state or federal tax deductions. Therefore, City hereby expressly disclaims any representation that any Donation is eligible for a tax deduction. Participant hereby acknowledges that the City makes no representation concerning the tax deductible nature of any Donation and expressly agrees that Participant will consult with its own tax advisors to determine the appropriateness of claiming a tax deduction for any and all Donations.

In consideration for participating in Burbank Shares, Participant hereby waives any and all claims against the City and City's representatives, council members, board members, officers, employees, and agents that may arise from Participant's participation in the Burbank Shares program. Participant further agrees to indemnify City and City's representatives, council members, board members, officers, employees, and agents from and against any and all claims that may hereafter arise from Participant's participation in the Burbank Shares program.

Other Provisions

All information, material, or other data transmitted to or posted on the Burbank Shares website by any means will be treated as non-confidential and non-proprietary, and may be used by the City or otherwise disseminated by the City consistent with the California Public Records Act.

Participant is expressly prohibited from posting or transmitting to or from the Burbank Shares website any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, or offensive material, or any other material that could give rise to any civil or criminal liability under the law. City disclaims any and all responsibility for the content or material posted by Participants on the Burbank Shares website.

City may at any time revise this Agreement by updating these terms and posting them on the Burbank Shares website. By using the Burbank Shares website, Participant agrees to be bound by any such revisions.

“Participant”

Dated: _____

Signature

Name (Please Print)